

AG Contract No.: KR04-1793TRN  
ADOT ECS File No.: JPA 00-007  
Project No: N-900-A-508  
Project: Phase I Freeway Management  
System  
Section: Various Locations  
TRACS No.: H5576 01C  
BUDGET SOURCE ITEM #

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
ARIZONA DEPARTMENT OF PUBLIC SAFETY

THIS AGREEMENT is entered into this date February 14, 2005, pursuant to Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, (the "State") and the ARIZONA DEPARTMENT OF PUBLIC SAFETY acting by and through its Criminal Justice Support Division (the "DPS")

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 and 28-334 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The DPS is empowered by Arizona Revised Statutes § 41-1713 to enter into this Agreement and has by resolved to enter into this Agreement and has delegated, to the undersigned, the authority to execute this Agreement on behalf of the DPS.

3. This Agreement is to provide a framework and guidelines to promote coordinated decision-making in planning, development, construction, maintenance and operations of a Freeway Management System (FMS) for the Tucson metro area, hereinafter referred to as the "Project". The FMS will be implemented in phases. Phase I covers I-10 (Ina Road to 6<sup>th</sup> Avenue) and B-19 (Valencia Road to Irvington Road). Phase I Tucson FMS will include the following elements:

- Closed-circuit televisions (CCTV) monitoring system
- Variable message sign (VMS) system
- Communication system / link between Tucson Control Center (TCC) and ADOT Maintenance Office on Grant Road; City of Tucson 911 Center and DPS Dispatch Center
- City of Tucson Traffic Control Center (TCC) upgrade

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 27374  
Filed with the Secretary of State  
Date Filed: 02/14/05

Janice K. Brewer  
Secretary of State

By: Vinny D. Graesswold

## **II. INTRODUCTION**

1. Congestion, the primary problem on urban freeways, is generally characterized by slower-than-desired travel speeds, increased and unpredictable travel times, increased accident frequencies, erratic stop-and-go driving, increased operating costs and other undesirable conditions, resulting in user dissatisfaction.

2. The principal objective of the FMS is to make optimum use of the freeway system by employing effective freeway management techniques; to provide a safe and efficient environment for the freeway users and to make efficient use of ADOT resources.

3. The FMS saves lives, saves time and saves money. It improves safety, reduces congestion, enhances mobility, minimizes environmental impact and saves energy.

## **III. RESPONSIBILITIES**

### **1. The State will:**

a. Install and maintain conduits, pull-boxes, single-mode fiber-optic cable on I-10 (Ina Road to 6<sup>th</sup> Avenue) and other FMS related equipment necessary to operate Phase I FMS in the Tucson area

b. Install and maintain conduits, pull-boxes and single-mode fiber-optic cable on B-19 (Irvington Road to Valencia Road)

c. Has installed the required CCTV monitoring equipment at the DPS facility (6401 S. Tucson Boulevard)

d. Has installed T1 communication line between the City TCC and the DPS Dispatch Center for the operation of the CCTV monitoring system by the DPS staff.

e. After the completion of the fiber-optic installation between the City TCC and the DPS Dispatch Center, the T1 line will be abandoned as the means of communications between the TCC and the DPS Dispatch Center for CCTV monitoring.

f. Provide training, guidelines and procedures to the DPS staff for the operation of the CCTV monitoring system to be installed at the DPS Dispatch Center

g. Be responsible for the operations and maintenance of their respective field equipment, as related to the fiber-optic communications between the TCC and the DPS Dispatch Center.

### **2. The DPS will:**

a. Be responsible for the operation and maintenance of the following CCTV monitoring equipment at the DPS Dispatch Center; Channel Service Unit/Data Service Unit (CSU/DSU); CODEC; One TV Monitor; One Video Control Panel and other necessary networking and communications components.

b. Be responsible for the operations and maintenance of their respective field equipment, as related to the fiber-optic communications between the TCC and the DPS Dispatch Center.

c. Be responsible for the monthly costs of the following elements associated with the CCTV monitoring system at the DPS Dispatch Center; T1 communications link to the City TCC; basic telephone service; electrical power and miscellaneous office supplies.

#### **IV. OPERATIONS**

1. The City of Tucson Control Center (TCC) shall have the full control of the CCTV monitoring system during normal weekdays (Monday through Friday) from 6:00 a.m. to 6:00 p.m. Full control refers to having the ability to monitor the system, in addition to the capability and authorization to pan, tilt and zoom the cameras.

2. The Phoenix Traffic Operations Center (TOC) after the termination of a normal workday, will have full control of the CCTV monitoring system from 6:00 p.m. to 6:00 a.m. and throughout the entire weekend (Saturday and Sunday) and holidays when the TCC staff is not operating the CCTV system.

3. The TOC in Phoenix, the DPS Dispatch Center in Tucson will also be available to monitor and activate the CCTV system after the normal working hours of the Tucson TCC when the need arises. DPS will not be required to provide additional dedicated staff for this operation.

4. The DPS personnel, when operating the CCTV monitoring system, shall do so in accordance with the training, guidelines, policies and procedures established and provided by the ADOT TOC.

#### **III. MISCELLANEOUS PROVISIONS**

1. Each party (as "Indemnitor") agrees to indemnify, defend, save and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses including reasonable attorney's fees, hereinafter collectively referred to as ("claims"), arising out of bodily injury of any person, including death or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

2. This Agreement shall remain in effect from the effective date of the Agreement, until such time it is terminated or superseded by a subsequent Agreement, provided however, this Agreement may be terminated by any party with twelve (12) months written notice of intent to terminate by either party, prior to the effective date of withdrawal.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. This Agreement shall become effective upon filing with the Secretary of State.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. It is understood and agreed by both parties, the DPS shall not assign, transfer, convey, or sublet this Agreement or any part thereof, without prior written consent of the ADOT's TOC.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

**For Contractual Issues and Copies of Related Correspondence:**

Arizona Department of Transportation  
Joint Project Administration  
205 South 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX (602) 712-7424

Arizona Department of Public Safety  
Criminal Justice Support Division  
2102 W. Encanto Boulevard  
Phoenix, AZ 85005

**For Project Related Issues:**

Arizona Department of Transportation  
Traffic Operations Center  
2302 W. Durango Street, Mail Drop PM02  
Phoenix, AZ 85007

Arizona Department of Public Safety  
Telecommunications Section Services  
2102 W. Encanto Boulevard  
Phoenix, AZ 85005

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal Regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

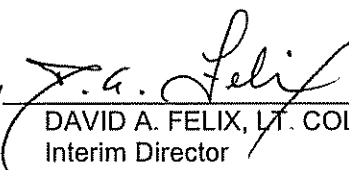
10. Pursuant to Arizona Revised Statutes § 11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

**DEPARTMENT OF PUBLIC SAFETY**

By

  
DAVID A. FELIX, LT. COLONEL  
Interim Director

**STATE OF ARIZONA**

Department of Transportation

By

  
DOUGLAS A. FORSTIE, P.E.  
Deputy State Engineer, Operations



TERRY GODDARD  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TRANSPORTATION SECTION  
WRITER'S DIRECT NO: 602.542.8839

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR04-1793-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

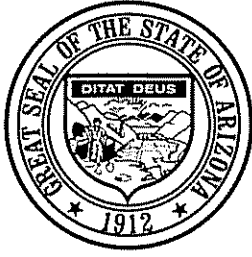
Date: 21 January 2005

Terry Goddard  
ATTORNEY GENERAL

A handwritten signature in cursive script, appearing to read "Kellie Geyer", is written over a horizontal line.

Kellie Geyer  
Assistant Attorney General  
Transportation Section

KG:smb:844079



**ATTORNEY GENERAL  
CIVIL DIVISION  
TRANSPORTATION SECTION**

**MEMORANDUM**

Jeffrey T. Murray  
Assistant Attorney General

Direct: (602) 542-8859  
Fax: (602) 542-3646


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR04-1793TRN (JPA 00-007), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED February 7<sup>th</sup>, 2005.

TERRY GODDARD  
Attorney General

  
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JEFFREY T. MURRAY for  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section